127

Supreme Court, U.S.
FILED

No. 081362 MAR 2 - 2009

OFFICE OF THE CLERK

In The

Supreme Court of the United States

KAMALJIT SINGH BADWAL,

Petitioner,

vs.

TEAMSTERS UNION LOCAL NO. 922, As Representatives for the Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees,

Respondent.

On Petition For A Writ Of Certiorari To The United States Court Of Appeals, Fourth Circuit Court

PETITION FOR WRIT OF CERTIORARI

KAMALJIT SINGH BADWAL*
8520 Silverdale Road
Lorton, VA 22079-3067
(703) 690-2343
*Indigent Petitioner, Pro Se

QUESTIONS PRESENTED FOR REVIEW

It is asked of the Court to please review the decisions of what the previous lower courts failed to address.

1. The basic question as to why TEAMSTER OFFICIALS as well as Aero-Link management were unaccountable and negligent in their duties as to professionally relay vital information and documentation to employee. Employee submitted all requested documents in timely fashion to Defendants. Employee, in good faith presented sound documentation and statements to support and defend his case, good name, and reputation against defamatory allegations. Petitioner's employer repeatedly attempted to submit invalid evidence that would justify reasons for his termination. Union officers repeatedly failed to represent and defend employee in good faith from said erroneous and unfounded allegations.

2. Aero-Link and the TEAMSTERS refusal to respond to repeated requests for information requested by the Petitioner regarding his case; either verbally or written, forced the petitioner with no other known recourse but to seek external legal counsel as to continue his case in an unbiased manner. Petitioner is accused of being time-barred in his response time to the Defense, though he was forced to wait 111 days for Ms. Buie to respond to his repeated requests regarding information on his case proceedings.

QUESTIONS PRESENTED FOR REVIEW – Continued

The response was received only after the non-union attorney requested in writing to Ms. Buie to inform his client of the status of the case. (*Attorney Roy Tesler from TESLER & WERBLOOD retained*). Petitioner also waited for over 96 days for a response from the (NLRB) that also greatly delayed his response time to submit his argument to the Courts.

3. Petitioner again begs the Court to reexamine these allegations by the Defense of his being time-barred and also how he was denied his rights to proper due process during his grievance proceedings by either Union or Aero-Link authorities. Multiple undocumented and unsubstantiated occurrences have been submitted against the Petitioner by the Defense without solid proof of his wrongdoing.

TABLE OF CONTENTS

Page

QUESTIONS PRESENTED FOR REVIEW i

TABLE OF AUTHORITIES iv

PETITION FOR WRIT OF CERTIORARI 1

OPINIONS BELOW 1

JURISDICTION 2

STATEMENT OF THE CASE 2

REASONS FOR GRANTING THE WRIT 10

I. Overview 10

II. Importance of the Issue 12

CONCLUSION 15

APPENDIX

Fourth Circuit Court of Appeals opinion in No. 08-1911 ..... App. 1

Fourth Circuit Court of Appeals judgment in 08-1911 ..... App. 3

Fourth Circuit Court of Appeals mandate in 08-1911 ..... App. 5

Eastern District of Virginia District Court order in 1:08-cv-328 ..... App. 7

TABLE OF AUTHORITIES

Page

CASES

Laudenslager v. Lorel, 39 Va. Cir. 228 (Chesapeake City Cir. Ct. 1996) 4

NLRB v. J. Weingarten, Inc., 420 U.S. 251, 88 LRRM 2689 (1975) 1, 2

Slade v. Central Fidelity Bank, 12 Va. Cir. 291 (Lynchburg Cir. Ct. 1988) 4

Tingle v. Chasen's Business Interiors, Inc., Law No. 96-4299 (Norfolk Cir. Ct. 1997) 4

PETITION FOR WRIT OF CERTIORARI

This is an application for a writ of certiorari to review an order of the superior court, where the indigent Petitioner asserts his constitutional rights which were denied under the *Weingarten Rights of 1975, NLRB v. J. Weingarten, Inc.* It is requested that the Petitioner be furnished with a complete statement of the facts, at union expense, in association with his appeal from unwarranted and unsupported punitive actions that ultimately lead to his termination from Aero-Link Transportation Services, Inc. as represented by the INTERNATIONAL BROTHERHOOD of TEAMSTERS UNION LOCAL No. 922, Ronald Reagan Washington National Airport, Washington, DC, March 2007.

Petitioner, Kamaljit Singh Badwal, respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS AND ORDERS BELOW

The opinion of the Fourth Circuit Court of Appeals is reported at App. 1.

The opinion of the United States Court of Appeals for the Fourth Circuit Court (App. 1) failed to address this topic and denied the Petitioner this right to appeal his alleged time-barred status.

The United States Court of Appeals for the Fourth Circuit Court (App. 3) also failed to fully

recognize and address this issue and persisted in only repeating the Defenses' issue of being time-barred during the process even after repeated requests from the Petitioner.

The District Court Order is reported at App. 7.

JURISDICTION

The United States Court of Appeals for the Fourth Circuit Court ruled Petitioner's case on December 19, 2008. Petitioner timely filed a petition for certiorari and motion to proceed dated March 2, 2009 with the United States Supreme Court clerk's office. This Court has jurisdiction pursuant to 28 U.S.C. § 1254(1).

Petitioner requests the Supreme Court to review case and address these issues that were denied by the United States District Court Eastern District of Virginia, Alexandria Division on August 5, 2008. Refer to *Weingarten Rights, NLRB v. J. Weingarten, Inc.*, 420 U.S. 251, 88 LRRM 2689 (1975).

STATEMENT OF THE CASE

Petitioner faithfully worked for Aero-Link Transportation Services at Ronald Reagan Washington National Airport providing customer service as a parking garage attendant and cashier for 23 years. He was a highly respected senior agent with the

company who had received numerous commendations and praise for his superior customer service and dedication.

The Petitioner stated that Ms. Buie, the local union representative, breached her duty to provide fair and unbiased representation in processing his grievance related to his employment termination. The union moved to dismiss Petitioner's amended complaint on grounds that the action was initiated outside of the six-month statute of limitations found in section 10(b) of the National Labor Relations Act (NLRA). They also accuse that Petitioner failed to exhaust all known available internal union remedies and his actions were time-barred as required by the International Brotherhood of Teamsters Constitution.

Union Representatives' lack of knowledge and experience to properly instruct, defend, and educate the plaintiff throughout his grievance and arbitration process clearly misled the Petitioner. Petitioner again states that union officials withheld the critical information from him and failed to fairly represent the Petitioner.

Realizing that union officials had failed to represent Petitioner in an unbiased manner, the Petitioner had no alternative or recourse but to do whatever he could to defend his name and reputation.

Union has stated that Petitioner failed to exhaust all documented internal union remedies as outlined in the collective bargaining agreement and that this in itself is a breach of duty.

This documented information has never been presented to the Petitioner and it is unknown where exactly these words are written in the collective bargaining agreement.

As you may know, Virginia law requires that reasonable notice be given to an employee prior to termination (*Slade v Central Fidelity Bank,* 12 Va. Cir. 291 (Lynchburg Cir. Ct. 1988); *Laudenslager v. Loral,* 39 Va. Cir. 228 (Chesapeake City Cir. Ct. 1996), *Tingle v. Chasen's Business Interiors, Inc.*, Law No. 96-4299 (Norfolk Cir. Ct. 1997)).

NOTE: Excerpt from COLLECTIVE BARGAINING AGREEMENT between AERO-LINK and INTERNATIONAL BROTHERHOOD OF TEAMSTERS LOCAL UNION NO. 922, Page 10 ARTICLE VIII, ARBITRATION AND GRIEVANCE PROCEDURE

SECTION 1 – GRIEVANCE PROCEDURE

"Every effort shall be made to adjust controversies and disagreements in an amicable manner between the Employer and the Union. In the event that any grievance cannot be settled in this manner, the question may be submitted by either party for arbitration as hereinafter provided."

"Should any grievance, dispute, or complaint arise over the interpretation or application of the contents of this Agreement, there shall be an earnest effort on the part of the parties to settle promptly, through the following steps."

STEP 1: "All grievance or disputes must be written and signed by the aggrieved employee or Union and submitted to the employee's supervisor with in five (5) working days from the time the grievance rose and/or the Union or employee had knowledge of the grievance." Employee submitted documents to union shop steward within the allotted period to submit to Aero-Link management in a timely manner.

Unbeknownst to employee, the union steward failed to submit his documents as required within the (5) day working window.

STEP 2: "By conference between the aggrieved and the shop steward, and the employee's supervisor."

During employee's initial conference with union steward and Aero-Link managers, employee was instructed to remain silent while the steward debated the alleged infractions with employer to no avail.

STEP 3: "By conference between the official or officials of the union and the manager or representative" Petitioner made every attempt to reconcile dispute with union and Aero-Link officials and was lead to clearly believe that case had been dismissed and ignored before resorting to retaining outside non-union counsel.

Again, the Petitioner requests the Court to address this critical issue. If a person is unaware of his rights and is not advised of those rights by Officials paid to represent, defend, educate, and instruct

him, then where should he go to protect himself against the injustices?

STEP 4: "In the event the last step fails to settle the grievance, either party within fifteen (15) working days from the date the grievance was heard in STEP 3, send a written request for a panel of arbitrators from the Federal Mediation & Conciliation Service. The requesting parts shall simultaneously serve on the others party a copy of the request for arbitration."

"The parties shall select from this panel a single arbitrator, in accordance with the procedure prescribed by the Federal Mediation & Conciliation Service. The arbitrator shall then proceed to hear and determine the case submitted to him or her."

"All grievances not processed in accordance with the time limits proscribed in this Article shall be deemed waived. Extensions of said time limits may be accomplished only in writing, mutually agreed to and signed by both parties."

Petitioner again states at this point he was denied arbitration hearing by the union for the only known documented reason, that "THE UNION" could not represent him "IN GOOD FAITH."

For this reason above all others, the Petitioner pursued his case outside union reach so that he may attempt to be represented in an unbiased manner.

The following arguments support the Petitioner in his claims that unconstitutional actions by Teamster Union Local No. 922 officials and by prior court decisions are as follows:

The question remains whether the Petitioner was in fact time barred in responding to the court as previously stated by the Defense. The Petitioner filed all documented responses in the proper time limitations with the courts. When Petitioner initially filed claim with the NLRB, it took them (NLRB) 6 months to return a reply to him. The Petitioner's 90-day window of time to respond further with his case should have therefore begun only once the documented response was returned from the NLRB on Nov. 27, 2007 and not July 24, 2007 as previously stated by the defense.

Defense claims the Petitioner violated union policy by seeking non-union legal representation to proceed with his case. The union claims Petitioner failed to exhaust all internal union remedies. Petitioner made every possible attempt to submit his case through known proper union channels but was subjected to deliberate and unfair acts and potential discriminatory reactions from the union officials. Because the Petitioner was refused the same ethical respect in continuing his case by union, was forced to seek non-union legal counsel elsewhere to continue in an unbiased manner.

The legal defense team representing the union "twisted" the Petitioner's words as "a refusal on his part" not to use their internal remedies.

However, the Fourth Circuit Court dismissed the case and did not recognize that the Pro Se Indigent Petitioner was within his rights and jurisdiction to expose the cavalier and indifferent tactics the Teamster Union Officials pursued in their failure to represent the Petitioner in good faith from such unprofessional and discriminatory actions. Teamster Union Officers mishandled and withheld Petitioner's documentation relevant to his defense. Union misled and misinformed Petitioner by failing to submit essential documentation within allotted time parameters.

The Fourth Circuit ignored accountability on the part of the Teamster Representative to accurately follow the binding protocol agreement of the union Bylaws.

Documentation by Aero-Link Management alleged violations on the part of the Petitioner that were later "knowingly altered" with inaccurate information after employee had previously been counseled and signed; e.g., Ms. Buie claims that Petitioner was found sleeping while on duty, but it went unreported to Management.

No prior known documentation was submitted as to whether Ms. Buie actually instituted a fact-finding investigation of this incident with co-workers before presenting this alleged infraction into the employee's file. Teamster Union Officials failed unquestionably

to properly and thoroughly coach and instruct Petitioner as to defend himself from said accusations regarding his performance and character as well as to question management on altered documentation that the defense submitted against him.

Employee had no prior knowledge of proper Grievance Rules and Processes as outlined in the Collective Bargaining Agreement Union Bylaws Handbook. The employee has previously stated that this critical information, vital knowledge; was withheld from him until he was well into disciplinary discussions with Ms. Buie.

Harassing and unfounded allegations from Aero-Link management of Petitioner having an alleged altercation on camera with a customer has also been used in a veiled attempt to incriminate the Petitioner into admitting additional wrongdoing. Facts of this incident have yet to be submitted as proof of evidence to the employee, yet were used as part of his termination process.

Employee was unjustly relieved of duty for unjust, undocumented, and biased infractions. Petitioner seeks review of an order against him that will clearly address this unfavorable practice and blind representation by union officers in representing the Petitioner in good faith throughout his case.

Petitioner has been refrained from Teamster Union Local No. 922 officials regarding disclosure of copies from his Arbitration hearing. Petitioner asks on what grounds was his Arbitration hearing denied

and why? Why was Petitioner also denied credible reasons for an appeal?

No information or documentation was been given to Petitioner as of the date; those in attendance, hearing results and facts discussed resulting in the final denial of his grievance case. Why also did it take over 96 days for the executive board to inform the plaintiff of their decision? Petitioner was a highly recognized and respected employee who had received numerous commendations and awards for his work performance, customer care, professionalism, and high work ethic over his 23 years of dedicated service. He repeats his request as to the real answer why his employer and union of so many years would suddenly act so hostile toward him and with such callousness and intent to pursue termination of his employment.

Petitioner has enclosed several pieces of significant documentation for the Court's review that overwhelmingly supports the Petitioner's case in proving his personal credibility, pride and performance in his work.

REASONS FOR GRANTING THE WRIT

I. OVERVIEW

At this stage of the proceedings, the inquiry is limited to whether the case deserves consideration by the Supreme Court. For matters arising through the federal court system, the Petitioner hereby requests

the court to consider whether there was a conflict on important matters related to ruling. Petitioner also requests the Court to consider the rights of the individuals who are not privy to the benefits of legal system and do not know how and when to utilize it. Has the court of appeals decided an important legal question against the Plaintiff which conflicts with what is right and just in our society today? It is our last hope the Supreme Court will review this case and allow the real facts to be viewed with unbiased eyes for what it really is, "One man standing up against a Goliath." To take a stand against what is wrong and look those chosen few individuals straight in the eyes. Those that are motivated only to look out for themselves and those in their sacred circle's best interests.

The Fourth Circuit Court's decision in *Kamaljit Singh Badwal v. Teamster Union Local No. 922* as represented by Ms. Ferline Buie, et al., No. 08-1911 failed to address these important criteria, which makes the argument in favor of granting certiorari overwhelming.

It is the Petitioner's request that the Fourth Circuit Court, ruling against him, refused to grant him a complete statement of facts for which he was accused by Aero-Link Transportation Services. This in the opinion of the Petitioner has violated his constitutional rights, as a pro se indigent, to have an adequate and comprehensive trial record supplied for the use of pursuing his current appeal.

Mr. Badwal has argued of his denial of both a pre-termination and post-termination due process. These are issues of federal constitutional law. Due process requires "some kind of a hearing" prior to termination. If a full post-termination hearing is available, the pre-termination hearing may be "something less than a full evidentiary hearing" but should serve as an "initial check against mistaken decisions." Who is to say that if persons were resolute to terminate an individual for personal, political, or racial reasons, that they could just "pretend" to have an official "undocumented hearing" to show due process and then merely release the accused from his duties without proper documentation.

Documentation that would show the minutes of the meeting, officials in attendance, and documented criticism brought against him, which had lead to his discharge from his livelihood and main source of income for his family.

The Fourth Circuit Court's conclusion against the Petitioner is a gross misunderstanding. However, Petitioner wishes to expose the illegal tactics taken against him by the Local Teamsters Union and Aero-Link Transportation Services Inc.

II. IMPORTANCE OF THE ISSUE

Do average citizens have any Constitutional Rights unless an attorney represents them?

If those charged with applying the law refuse to do so, there is no law, and all of the efforts of this court are mute for the hardworking blue-collared workers of this country who are the virtual backbone of this great country. Will the court not correct these injustices against pro se litigants because of their pro se status so they may also have a standing in the court with the same constitutional rights?

Therefore, it appears that organizations and their designated officials representing organized labor are granted absolute authority to continue to perform discretionary functions at will and are generally shielded from any liability for civil damages insofar as their conduct does not visibly violate established statutory or constitutional rights of which a reasonable person would have known to be entitled.

This Court should grant certiorari because the Fourth Circuit Court of Appeals' decision to follow in the same footsteps as the previous rulings is an injustice and an unacceptable and devastating tragedy to the common person who seeks only what is right as a Pro Se indigent. I pray that this case can show that the average person may make a stand against union related injustices in the United States Court System with or without being represented by a fraternity of lawyers representing them.

I respectfully refuse to accept the fact that if someone is not part of the fraternity of attorneys or cannot afford them you therefore have no rights in

this country. If you are divested of everything you own, by the system, how can you get justice?

It appears that past courts have accepted every word from the defense as gospel to this point and yet they have not once requested an explanation from Teamsters Union Local Officers as to why they were empowered with such a "Complete lack of responsibility and accountability for their actions" towards the Petitioner. Are they not obligated to perform their duties towards a fellow member of the union in good standing? To advise and instruct as an overseer the rights of the workers who faithfully pay them for their representation and dutiful service?

CONCLUSION

The Petition is worded as if he were asking for a writ of mandamus. It is evident from his prior briefs the Petitioner has raised credible issues that pertain to an alleged constitutional error of the trial court and the Teamsters Union in denying him a full declaration of facts and citations entered as evidence in his termination.

Petitioner previously submitted documentation supporting this claim before the courts. During the Petitioner's grievance process, the Petitioner urges the court to examine unethical and unsubstantiated documentation falsely submitted against him in this case by the Defense.

On these reasons presented today, the Petitioner humbly prays the Court read and grant a writ of certiorari, summarily vacate the order below and remand this case for further proceedings.

Respectfully submitted,

KAMALJIT SINGH BADWAL

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 08-1911

KAMALJIT S. BADWAL,

Plaintiff-Appellant,

v.

FERLINE BUIE, As Representative of Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees Local Union No. 922; TEAMSTER UNION LOCAL NO. 922, representing the Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees,

Defendants-Appellees.

Appeal from the United States District Court for the Eastern District of Virginia, at Alexandria. Gerald Bruce Lee, District Judge. (1:08-cv-00328-GBL-JFA)

Submitted: December 16, 2008
Decided: December 19, 2008

Before WILKINSON, MICHAEL, and KING, Circuit Judges.

Affirmed by unpublished per curiam opinion.

Kamaljit S. Badwal, Appellant Pro Se. John Robert Mooney, Mark James Murphy, MOONEY, GREEN, BAKER & SAINDON, P.C., Washington, D.C., for Appellees.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Kamaljit S. Badwal appeals the district court's order dismissing his claim based on the Appellees' failure to arbitrate his employment termination. We have reviewed the record and find no reversible error. Accordingly, we affirm for the reasons stated by the district court. *Badwal v. Buie*, No. 1:08-cv-00328-GBL-JFA (E.D. Va. Aug. 5, 2008). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before the court and argument would not aid the decisional process.

AFFIRMED

FILED: December 19, 2008

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 08-1911
(1:08-cv-00328-GBL-JFA)

KAMALJIT S. BADWAL,

Plaintiff-Appellant

v.

FERLINE BUIE, As Representative of Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees Local Union No. 922; TEAMSTER UNION LOCAL NO. 922, representing the Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees,

Defendants-Appellees.

JUDGMENT

In accordance with the decision of this Court, the judgment of the District Court is affirmed.

This judgment shall take effect upon issuance of this Court's mandate in accordance with Fed. R. App. P. 41.

/s/ PATRICIA S. CONNOR, CLERK

FILED: January 12, 2009

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 08-1911
(1:08-cv-00328-GBL-JFA)

KAMALJIT S. BADWAL,

Plaintiff-Appellant

v.

FERLINE BUIE, As Representative of Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees Local Union No. 922; TEAMSTER UNION LOCAL NO. 922, representing the Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees,

Defendants-Appellees

MANDATE

The judgment of this Court, entered 12/19/08, takes effect today.

This constitutes the formal mandate of this Court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

/s/ *Patricia S. Connor, Clerk*

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
ALEXANDRIA DIVISION

KAMALJIT S. BADWAL, Plaintiff, v. FERLINE BUIE, *representative of Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers, Allied Workers and Public Transportation Employees Local Union No. 922,* and AUTOMOTIVE, PETROLEUM, CYLINDER AND BOTTLED GAS, CHEMICAL DRIVERS, HELPERS, ALLIED WORKERS AND PUBLIC TRANSPORTATION EMPLOYEES LOCAL UNION NO. 922, Defendants.	)	ACTION NO. 1:08cv328

ORDER

(Filed Aug. 5, 2008)

THIS MATTER is before the Court on Defendants Ferline Buie and Allied Workers and Public Transportation Employees Local Union No. 922's Motion to Dismiss. This case concerns allegations that Defendants Automotive, Petroleum, Cylinder

and Bottled Gas, Chemical Drivers, Helpers, Allied workers and Public Transportation Employees Local Union No. 922 ("Local Union") and Ferline Buie, the Local Union's representative, breached the duty of fair representation by failing to arbitrate Plaintiff Kamaljit S. Badwal's employment termination. Two issues exist before the Court. First, whether Mr. Badwal's action is time barred. Second, if Mr. Badwal's action is not time barred, whether his action should be dismissed for failure to exhaust available internal Union remedies. The Court grants Defendants' Motion to Dismiss because Mr. Badwal initiated this action one month after the six-month limitations period had run. Alternatively, the Court grants Defendants' Motion to Dismiss because, even if Mr. Badwal had filed this lawsuit within the statutory limitations period, he concedes that he intentionally failed to exhaust the available internal Union remedies.

I. BACKGROUND

Aerolink Transportation Services fired Plaintiff Kamaljit Singh Badwal on March 2, 2007, for sleeping on the job. Mr. Badwal had been employed as a cashier/parking booth attendant at National Airport. As an Aerolink employee, Mr. Badwal was a member of a bargaining unit represented by Defendant Automotive, Petroleum, Cylinder and Bottle Gas, Chemical Drivers, Helpers, and Allied Workers and Public Transportation Employees Local Union No. 922, which is affiliated with the International Brotherhood

of Teamsters. Mr. Badwal filed grievances with the Union regarding his termination in April 2007 and May 2007. The Union decided against bringing Mr. Badwal's case to arbitration. Mr. Badwal subsequently retained an attorney, who sent a letter to the Local Union on July 13, 2007, requesting an answer as to why Mr. Badwal's grievance was denied an arbitration. On July 24, 2007, the Local Union responded to the request via letter, stating that Mr. Badwal's history of sleeping on the job prohibited the Local Union from obtaining a favorable arbitration ruling in good faith, and thus, the Local Union's Executive Board had voted against arbitrating the case. Mr. Badwal filed a charge against the Local Union with the National Labor Relations Board ("NLRB") on August 2, 2007. Mr. Badwal received noticed on November 27, 2007, that the charge against the Local Union was dismissed.

On February 29, 2008, Mr. Badwal filed a "Warrant in Debt" in the Fairfax County General District Court seeking $8,768 in damages plus interest and attorney's fees. The Local Union removed the case to this Court and filed a Motion for a More Definitive Statement. The Court granted the Local Union's motion and ordered Mr. Badwal to file an Amended complaint. Mr. Badwal complied. In his Amended Complaint, Mr. Badwal alleges that the Local Union, the exclusive bargaining representative of individuals employed by Aerolink, and Ms. Buie as the Local Union's representative, breached their duty of fair representation in processing his grievances concerning

his employment termination. The Local Union now moves to dismiss Mr. Badwal's Amended Complaint on grounds that the action was initiated outside of the six-month statute of limitations found in Section 10(b) of the National Labor Relations Act ("NLRA"), and that Mr. Badwal failed to exhaust available internal Union remedies as required by the International Brotherhood of Teamster's Constitution.

II. DISCUSSION

A. Standard of Review

A Federal Rule of Civil Procedure 12(b)(6) motion should be granted unless an adequately stated claim is "supported by showing any set of facts consistent with the allegations in the complaint." *Bell Atlantic Corp. v. Twombly*, 127 S. Ct. 1955, 1969 (2007); *see* FED. R. CIV. P. 12(b)(6). In considering a Rule 12(b)(6) motion, the Court must construe the complaint in the light most favorable to the plaintiff, read the complaint as a whole, and take the facts asserted therein as true. *Myland Labs, Inc. v. Matkazri*, 7 F.3d 1130, 1134 (4th Cir. 1993). In addition to the Complaint, the court may also examine "documents incorporated into the complaint by reference, and matters of which a court may take judicial notice." *Tellabs, Inc. v. Makor Issues & Rights, Ltd.*, 127 S. Ct. 2499, 2509 (2007). Conclusory allegations regarding the legal effect of the facts alleged need not be accepted. *See Labram v. Havel*, 43 F.3d 918, 921 (4th Cir. 1995). Because the central purpose of the complaint is to

provide the defendant "fair notice of what the plaintiff's claim is and the grounds upon which it rests," the plaintiff's legal allegations must be supported by some factual basis sufficient to allow the defendant to prepare a fair response. *Conley v. Gibson,* 355 U.S. 41, 47 (1957).

B. Analysis

The Court grants Defendants' Motion to Dismiss because Mr. Badwal's action is time barred and he failed to exhaust internal Union remedies. In his Amended Complaint, Mr. Badwal claims that the Local Union and its representative, Ms. Buie, breached their duty of fair representation by refusing to arbitrate his employment termination. Section 9(a) of the Labor Management Relations Act permits a Union to act as the exclusive bargaining agent of all Union employees. Because an individual loses his ability to deal directly with his employer in light of the grant of exclusivity afforded unions, the courts have fashioned the duty of fair representation as a check on a union's broad discretion. *NLRB v. Allis-Chalmers Mfg. Co.*, 388 U.S. 175, 181 (1967). The duty of fair representation applies to all representational activity performed by unions. *Airline Pilots Ass'n v. O'Neil*, 499 U.S. 65, 67 (1991).

1. Statute of Limitations

The Court grants Defendants' Motion to Dismiss because Mr. Badwal's fair representation claim

against the Local Union and its representative, Ms. Buie, is untimely. The NLRA's six-month statute of limitations applies to breach of fair representation claims. *DelCostello v. Int'l Brotherhood of Teamsters, et. al.*, 462 U.S. 151, 170 (1983) (holding that Section 10(b) of the NLRA is the appropriate limitations period for fair representation lawsuits). Thus, a claim for breach of fair representation must be brought within six months of the alleged violation. The six-month limitations period begins to run when the union member discovers, or should have discovered through the exercise of reasonable diligence, the acts which constitute the alleged violation. *Smith v. Local 7898, United Steelworkers of America*, 834 F.2d 93, 95 (4th Cir. 1987).

It is undisputed that Mr. Badwal received noticed on July 24, 2007, of the Local Union's decision to not arbitrate his termination. (*See* Pl's Mot. To Cont. 1) ("Plaintiff was notified by the Defendant on July 24, 2007 stating that union would not pursue his grievance to arbitration."). Thus, the six-month statute of limitation began to run July 24, 2007. *See Smith*, 834 F.2d at 95. *See also Vadino v. A. Valey Engineers*, 903 F.2d 253, 260 (3d Cir. 1990) ("where an employee sues a union for breach of its duty of fair representation, the limitations period commences when the plaintiff receives notice that the union will proceed no further with the grievance."). In order to have timely initiated his lawsuit, Mr. Badwal would have had to filed this action on or before January 25, 2008. Mr. Badwal, however, did not file his Warrant

in Debt until February 29, 2008 – one month past the expiration of limitations period.

Mr. Badwal asserts that his NLRB complaint against the Union tolled the six-month limitations period. However, the Fourth Circuit has expressly ruled that initiation of such a parallel administrative remedy does not toll the statute of limitations for a fair representation claim. *Kolomick v. United Steelworkers of America, Dist. 8, AFL-CIO*, 762 F.2d 354, 355-56 (4th Cir. 1995) ("A rule tolling the time period within which to file a § 301 claim with NLRB would be contrary to the rationale underlying *DelCostello* and would not effectuate congressional goals."). Mr. Badwal's lawsuit is, therefore, time barred. Accordingly, the Court grants Defendants' Motion to Dismiss.

2. Exhaustion of Internal Union Remedies

Even if Mr. Badwal had timely initiated this action, the action would still be dismissed for failure to exhaust internal Union remedies. Prior to commencing a suit against an employer or the an union for breach of a collective bargaining agreement or the related claim of breach of the duty of fair representation, a union member is required to attempt to exhaust any internal union grievance or arbitration remedies. *See Trent v. Bolger*, 837 F.2d 657 (4th Cir. 1988). Article XIX, section 13 of the International Brotherhood of Teamsters Union's Constitution

specifically provides that a member "who claims to be aggrieved, shall be obligated to exhaust all remedies provided for in this Constitution and by the International Union before resorting to any court. . . ." (Defs' Ex. C). Mr. Badwal concedes that he failed to exhaust all of his available internal Union remedies prior to commencing this lawsuit. (*See* Pl's Mot. to Cont. 2). Given Mr. Badwal's concession, the Court also grants Defendants' Motion to Dismiss on the basis that Mr. Badwal failed to exhaust internal Union remedies.

III. CONCLUSION

The Court grants Defendants' Motion to Dismiss because Mr. Badwal's lawsuit is time barred and Mr. Badwal admittedly failed to exhaust the available internal Union remedies. Accordingly, it is hereby

ORDERED that Defendants' Motion to Dismiss is GRANTED.

The Clerk is directed to forward a copy of this Order to Counsel.

Entered this 5th day of August, 2008.

/s/
Gerald Bruce Lee
United States District Judge

Alexandria, Virginia
8/5/08

Minni, Meki

From: Moussa, Amine
Sent: Friday, August 15, 2003 7:50 AM
To: Minni, Meki; Morkunas, Teri
Cc: Minni, Ahmed; Tsehaye, Henok
Subject: RE: Customer Service

Keep it up folks. This act is an extra ordinary evidence why he was recognized as the employee of the quarter. Mr. Badwal has a characteristic of exemplary employee. Please extend our appreciation for doing an excellent job. Also credit goes to those supervisors as well as managers who encourages and recognizes positive behaviors. Keep on rolling folks!

Amine

-----Original Message-----
From: **Minni, Meki**
Sent: Thursday, August 14, 2003 10:04 PM
To: Morkunas, Teri
Cc: Minni, Ahmed; Tsehaye, Henok; Moussa, Amine
Subject: Customer Service

Customer by the name of Mr. Rick Cutrera called to report to us that he had an excellent service when he was exited from Mr. Badwal Kamal booth at lane #33. He said that Mr. Badwal was fast and provided an excellent service.

Thanks
Meki

AeroLink Transportation

EMPLOYEE OF THE MONTH

January 2002

Is presented to

Kamal Badwal

In recognition of your cooperative spirit and contributions to the fulfillment of our company's goals.

Tom Mack April 2002

Executive Committee Member *Date*

General Manager *Date* *Department Manager* *Date*

AeroLink Transportation

EMPLOYEE OF THE MONTH

April 2003

Is presented to

Kamal Badwal

In recognition of your cooperative spirit and contributions to the fulfillment of our company' s goals.

Executive Committee Member — April 2003 — Date

General Manager — April 2003 — Date

Department Manager — april 2003 — Date

AeroLink Transportation

EMPLOYEE OF THE YEAR

January – December 2003

Is presented to

Kamal Badwal

In recognition of your cooperative spirit and contributions to the fulfillment of our company' s goals.

John Mack — Feb 2004

Executive Committee Member — Date

Henk Tsebaje — Feb 2004

General Manager — Date

[signature] — Feb 2004

Department Manager — Date

Certificate of

APPRECIATION

To

Kamal Badwal

In recognition of 22 years of faithful and devoted service to the Parking and Shuttle Bus Concession at Ronald Reagan Washington National Airport

[redacted]

AeroLink General Manager — *July 2005* *Date*

AeroLink Department Manager — *July 2005* *Date*

AeroLink Transportation
Presents the
Valued Idea Award
To

Kamal Balwal

In recognition of your Valued Idea to have a dedicated lane for an AVI exit and improving customer service at Garage A at Ronald Reagan Washington National Airport

General Manager — Date

Parking Operations Manager — Date

Certificate of

APPRECIATION

To

Kamal Badwal

In recognition of 23 years of faithful and devoted service to the Parking and Shuttle Bus Concession at Ronald Reagan Washington National Airport

Henri Tsolaye — June 2006
AeroLink General Manager — *Date*

[signature] — June 2006
AeroLink Department Manager — *Date*

132

(2)

No. 08-1362

Supreme Court, U.S.
FILED
JUL 10 2009
OFFICE OF THE CLERK

In The

Supreme Court of the United States

KAMALJIT SINGH BADWAL,

Petitioner,

vs.

TEAMSTERS UNION LOCAL NO. 922, As Representatives for the Automotive, Petroleum, Cylinder and Bottled Gas, Chemical Drivers, Helpers and Allied Workers and Public Transportation Employees,

Respondent.

On Petition For A Writ Of Certiorari To The United States Court Of Appeals, Fourth Circuit Court

PETITION FOR REHEARING

KAMALJIT SINGH BADWAL*
8520 Silverdale Road
Lorton, VA 22079-3067
(703) 690-2343
*Indigent Petitioner, Pro Se

Kamaljit Singh Badwal, Petitioner, *Pro Se*, hereby files this Motion for Rehearing on the following unresolved grounds.

Fair and Equal representation was not given to Petitioner as a member in good standing during his Grievance process with Union and no follow up information was willingly shared by Union members which led to his initial suit against them (Feb 29, 2008).

Petitioner has yet to be presented alleged documentation said to exist against him which led to his termination from Aero-Link Transportation service on or about (Mar 2, 2007).

The previous courts failed to review the alleged infractions against Mr. Badwal as well as take into consideration the numerous citations, awards and commendations showcasing his exemplary work ethic and character over 23 years. Mr. Badwal hereby requests a rehearing as to review these issues. Mr. Badwal also requests the opportunity to file an additional brief of the issues involved in his Petition for Review.

The question still remains unanswered, that is, on what grounds Aero-Link Transportation Management used unreported infraction dated Feb 16, 2007 against Mr. Badwal. Aero-Link has claimed that NO investigation into this charge took place, yet

documentation related to this event has been threatened against Mr. Badwal.

No consideration was given to enclosed documentation presented by Mr. Badwal including the petition that was signed in favor of Mr. Badwal by 21 cashiers employed by Aero-Link Inc. who worked alongside him for many years.

Petitioner repeatedly attempted to remain proactive in his pursuit to clear his good name and reputation through the NLRB and other judicial agencies. In the time since the Petitioner's condemnation by the Courts, it has been well documented by the Petitioner that he was not time-barred as the defense continues to continually restate. Only due to the fact that the NLRB as well as Aero-Link and Teamster Officials further limited, restricted, and prevented proper and timely responses by the Petitioner.

In order to prove the point that Ms. Ferline Buie never responded directly with a written response to a loyal Union member who paid dues for 23 years until she was sent a letter from attorney Mr. Tesler, which is attached for your review. Had Mr. Badwal not retained the services of an attorney, it is believed that Union Representative Ms. Ferline Buie would not have responded in any way if she had not been sent legal documentation requesting a written response.

Mr. Tesler also addressed a letter relating to this same case to Ms. Nancy J. Bryce: Human Resources Manager requesting in writing clearer evidence as to

the specific dates and charges that were being directed against the Plaintiff. (Mr. Badwal) Example: One letter sent from Aero-Link accuses the Plaintiff of violating company policy on January 5, 2006 and another letter relating to the same infraction accuses him on January 25, 2006. Mr. Tesler stated that these prior allegations were not even factually supported. Following are the documents for your review:

Document 1 (Notice of Disciplinary Action) dated 1-25-2006

Please take note that time of allegations was altered several times from original draft. Management alleged employee was sleeping while on duty. Employee contested the allegation pertaining to the time, but to no avail. Three times management altered time on document after employee had initially signed under duress.

Document 2 (Notice of Disciplinary Action) dated 10-18-2006

Note: Again altered time change by management from original document from 03:10 to 03:20. Management alleges employee was sleeping at 03:10. Employee contested document to management, as employee was able to prove to management that he was completing two customers transactions during that time frame (at 3:12 and 3:14). Management then changed time to 3:20 to accommodate their document. Employee refused to sign document.

Document 3 (Memorandum Note) 11-29-2006

Employee explained to his immediate supervisor that he was feeling very ill. Employee was working shift 23:00-07:00. Employee asked supervisor to be relieved to go home at approximately 02:00. Supervisor advised him that he could not leave due to the fact that it would leave other attendants shorthanded. Employee was accused of sleeping by management while at his work station approximately 03:00. Employee was finally released and able to clock out at 04:00.

Document 4 (Petition from Aero-Link Workers) dated 4-5-2007

A petition was signed by 21 active Aero-Link workers and submitted to Teamster Union Local No. 922 representatives. It was submitted in response to the termination of employee by Aero-Link Management. No response to document was ever considered as a contributing factor as to assist in fighting employees case by the Union.

The enclosed documents in this Petition will show the Court how the Union failed to contest any allegations that Aero-Link Management made against Petitioner without thoroughly investigating these said allegations. The Union and Aero-Link Managers collaborated together in this case to not only expel a dedicated, long term employee, but to also fabricate infractions against him to swiftly expel

him based on other issues not addressed by the Courts.

The Petitioner is not attempting to change any laws or the Judicial system of the United States; but to expose this unjust business practice of eliminating employees in good standing based on false and illegal actions.

CONCLUSION

The Petitioner humbly requests and prays that the highest court will review and make a motion to return the employee to his previous employment. The Petitioner has no animosity or ill will against the Courts of the United States, but only wishes for this callous action to be corrected.

Sincerely and respectfully submitted,

KAMALJIT SINGH BADWAL*
8520 Silverdale Road
Lorton, VA 22079-3067
(703) 690-2343
*Indigent Petitioner, Pro Se

CERTIFICATION

I hereby certify that this Petition for Rehearing is submitted in good faith and not for delay. This Petition for Rehearing is restricted to the grounds set out in Rule 44.2.

Signature of signing person
Karnaljit Singh Badwal

TESLER & WERBLOOD
ATTORNEYS AT LAW
113 ROWELL COURT
FALLS CHURCH, VA 22046

ROY TESLER,
(VA., D.C., MD. & CA.) **(703) 534-9300**
MARK F. WERBLOOD (VA., D.C., MD. & N.Y.)

August 7, 2007

Nancy J. Bryce
Human Resources Manager
Aerolink Transportation
Ronald Reagan Washington National Airport
Garage A
Washington, DC 20001-4901

Re: Badwal, Kamal
Aerolink Transportation
Booth Cashier
Employment terminated March 2, 2007

Dear Ms. Bryce:

I am writing to you on behalf of my client, Mr. Kamal Badwal.

Mr. Badwal was terminated by Aerolink on March 2, 2007. An allegation was made by a customer on February 22nd that Mr. Badwal was sleeping on the job on February 16, 2007.

My understanding is that there exists a video tape of Mr. Badwal in the booth on the night of February 16th, which tape does NOT indicate that Mr. Badwal was asleep at his post.

I note that nowhere in Kathleen Jackson's March 13, 2007, letter to my client is it stated that the MWAA film shows that Mr. Badwal was actually asleep at the time in question.

Although Ms. Jackson's letter refers to several prior occasions on which it was claimed that Mr. Badwal was sleeping while on the job, he has taken strong exception to these claims. He feels that he has been singled out for disparate treatment by his manager, and is willing to provide evidence to prove that these allegations were utterly without merit, if he is given the opportunity to do so.

In fact, after the incident alleged to have occurred on November 29, 2006, Mr. Badwal submitted a written offer to change his shift, to eliminate the likelihood of further baseless allegations being made against him. This request was ignored by his manager.

Mr. Badwal has been a faithful, hardworking and dedicated employee of Aerolink Transportation for more than twenty-three (23) years. He has received numerous commendations and awards for his outstanding customer service and overall work performance. Copies of some of these awards are enclosed for your information.

Ms. Bryce, prior to pursuing his legal remedies, my client appeals to you for the opportunity to demonstrate that the February 16, 2007, incident (not even reported until six days thereafter) and the prior allegations made against him are not factually

supported. He has written evidence to show that at least two of the alleged prior infractions were not even possible.

I submit to you that an employee of Mr. Badwal's excellent service and longevity should not be treated in the way that Aerolink has seen fit to treat him. We are requesting that Mr. Badwal be afforded the opportunity to resume his service to Aerolink Transportation and its customers. I will point out to you that my client was summarily fired on March 2, 2007, with no previous notice whatsoever. As you may know, Virginia law requires that reasonable notice be given to an employee prior to termination [*Slade v. Central Fidelity Bank,* 12 Va.Cir.291 (Lynchburg Cir.Ct.1988); *Laudenslager v. Loral,* 39 Va.Cir.228 (Chesapeake City Cir.Ct.1996) *Tingle v. Chasen's Business Interiors, Inc.* Law No.96-4299 (Norfolk Cir.Ct.1997)].

If Aerolink is unwilling to allow Mr. Badwal to return to work, then as an employee with more than twenty-three (23) years of good service to the company, he should be at least compensated with severance pay. It is our belief that under the wrongful circumstances of his termination, Mr. Badwal should receive one week's pay for each year of his service. However, because of the difficulty in making that computation, given the lengthy history of his salary increases, I am prepared to recommend to my client that he accept the sum of $5,000 in full settlement of all claims he has against Aerolink.

Please advise whether your company is willing to stand up and do the right thing.

Sincerely,

Roy Tesler

Enclosures

c: Mr. K. Badwal

AUTOMOTIVE, PETROLEUM, CYLINDER AND BOTTLED GAS, CHEMICAL DRIVERS, HELPERS AND ALLIED WORKERS AND PUBLIC TRANSPORTATION EMPLOYEES LOCAL UNION 922

[LOGO]

2120 BLADENSBURG ROAD, N.E. • WASHINGTON, D.C. 20018
AFFILIATED WITH: INTERNATIONAL BROTHERHOOD OF TEAMSTERS – TEAMSTERS JOINT COUNCIL NO. 55
PHONE: 202-526-9250 FAX: 202-526-9253

FERLINE BUIE
PRESIDENT AND
BUSINESS MANAGER

AARON E. SAWYER
SECRETARY-TREASURER AND
BUSINESS AGENT

RUDOLPH GARDNER
VICE PRESIDENT

MAUDE RICHARDSON
RECORDING SECRETARY

PAUL RUCKER
GEORGE NICHOLSON
MAXINE LYONS
TRUSTEES

July 24, 2007

Mr. Roy Tesler
Tesler & Werblood
Attorneys At Law
113 Rowell Court
Falls Church, VA 22046

Re: Badwal, Kamal
Aerolink Transportation
Employment Terminated March 2, 2007

Dear Mr. Tesler:

I am in receipt of your communication regarding Mr. Kamal Badwal.

I am aware that Mr. Badwal has 23 years of service and is the recipient of several commendations and awards from Aerolink. However, Mr. Badwal was not terminated because of a customer's complaint. He had a verbal, written suspension and was let go because there were no improvements in his habit of sleeping on his shift.

Mr. Badwal worked the midnight shift. He could have worked any shift he desired because of his seniority but he chose to work the late shift because he had employment elsewhere at the airport from 3 to 11pm. Mr. Badwal, has been found sleeping on his shift several times by his co-workers, which went unreported to management.

Mr. Badwal is a long-time employee, however, this does not exempt him from having to be awake for his shift. Mr. Badwal was found sleeping by a client who was trying to pay and get out of the parking lot. This client was furious because it was late and Mr. Badwal awoke from his deep sleep and fumbled to help him with his transaction. This resulted in Mr. Badwal bending the client's credit card and then he (the client) had to reverse and go to another lane to get out of the lot. This incident was the fourth time within a 365 day period that Mr. Badwal had been found sleeping.

There is too much evidence and no way that this Local Union in good faith could have won an arbitration ruling in his favor. The Executive Board of this Local Union voted "not" to arbitrate his case. Mr.

Badwal is the third person terminated for sleeping on the job and we did not take any of these cases to arbitration. In January of this year Mr. Badwal requested to work part-time at Aerolink, which was approved. However, when Mr. Badwal was denied his requested days off he changed his mind and stayed on full-time.

Your client and my member (Mr. Badwal) should be honest and forthright with you regarding the series of events leading up to his termination.

If I can be of further assistance please let me know.

Sincerely,

/s/ Ferline Buie
Ferline Buie, President

TESLER & WERBLOOD
ATTORNEYS AT LAW
113 ROWELL COURT
FALLS CHURCH, VA 22046

ROY TESLER,
(VA., D.C., MD. & CA.) **(703) 534-9300**
MARK F. WERBLOOD (VA., D.C., MD. & N.Y.)

July 13, 2007

Ms. Ferline Buie
President and Business Manager
Local 922
2120 Bladensburg Road, N.E.
Washington, D.C. 20018

Re: Badwal, Kamal
Aerolink Transportation
Employment Terminated March 2, 2007

Dear Ms. Buie:

I am writing to you on behalf of my client, Mr. Kamal Badwal.

Mr. Badwal was terminated by Aerolink on March 2, 2007. An allegation was made by a customer on February 22nd that Mr. Badwal was sleeping on the job on February 16, 2007. As you know, he was a booth cashier at Ronald Reagan National Airport, where he had worked for more than 23 years, and was the recipient of several commendations and awards for his job performance.

My understanding is that there were several meetings with Aerolink management representatives this spring, (at the last one of which you participated)

in the union's continuing attempts to get Mr. Badwal's job back for him, but these attempts were unsuccessful.

On April 6, 2007, my client wrote to you requesting that the matter of his termination by Aerolink be submitted to arbitration, under Step 4 of Article VIII of the collective. bargaining agreement between Aerolink and Local 922.

As he received no reply to that request, he mailed another letter to you on May 1, 2007, again requesting arbitration, and sent that one by certified mail, the return receipt for which I have a copy of in my file.

Please be good enough to contact me upon receipt of this letter and advise as to the current status of the arbitration Mr. Badwal has requested pursuant to the collective bargaining agreement.

I will take this opportunity to thank you for your prompt attention this matter, which I assure you is of the most grave concern to my client.

Sincerely,

/s/ **ROY TESLER**
Roy Tesler

RT/ksj

c: Mr. K. Badwal

May 01, 2007

Ms. Ferline Buie
President & Business Manager (Teamsters Local # 922)
2120 bladensburg Road, NE
Suite 102
Washington, DC-20018

Dear Ms. Buie,

Please refer to my previous letter dated April 06 regarding my official request to proceed with arbitration.

You are hereby requested to kindly let me know the status of arbitration. I would also appreciate if you kindly forward me the arbitration **case number and filing date** for my records. Please let me know when the arbitration will start.

Please do not hesitate to contact me, if you have nəy questions.

Thanks,

Sincerely,

/s/ K. Singh Badwal
Kamal Badwal
8520 Silverdale Road
Lorton, VA-22079
Tel: 703-690-2343
Cell: 703-984-9568

Cc: Jammeh Ousman, Shop Steward

April 06, 2007

Ms. FĐerline Buie (Ferline Buie.)
President & Business Manager (Teamsters Local # 922)
2120 bladensburg Road, NE
Suite 102
Washington, DC-20018

Dear Ms. Buie,

Please refer to letter sent to you by Ms. Nancy Bryce dated March 29, 2007 regarding my termination for sleeping while on duty.

The letter states that I was afforded many opportunities to correct the behavior through oral and written disciplinary notices.

I take exception to all the three prior alleged infractions dated July 4, 2006, October 18, 2006 and November 29, 2006 and also the last allegation dated February 16, 2007 that has resulted in my termination from Aerolink. I feel that I have been singled out by my manager for reasons unknown to me. I am willing to provide you the explanations/ evidences to prove that the allegations were baseless and have no merit.

After the November 29, 2007 incident, to avoid any further controversies, I even offered management in writing to change my shift. But all such requests were ignored by my manager.

Having been a faithful, dedicated and hardworking employee with Aerolink Transportation for over 23 years, I have received numerous commendations and

praise for my customer service and overall work performance. A copy of which could be provided to you upon request.

As per article VIII of Collective Bargaining Agreement between Aerolink and Local Union No. 922, IBT, I have exercised all the efforts to adjust controversies and disagreements in an amicable manner. I am not left with any alternative but to follow the step 4 of article VIII of collective Bargaining Agreement between Aerolink and Local Union No. 922, IBT to take up the matter to arbitration.

Please consider this letter as my official request to proceed with arbitration.

Please do not hesitate to contact me, if you have nay questions.

Thanks,

Sincerely,

/s/ K. Singh Badwal
Kamal Badwal
8520 Silverdale Road
Lorton, VA-22079
Tel: 703-690-2343
Cell: 703-984-9568

★
AEROLINK TRANSPORTATION®

THE PLANE AND SIMPLE CHOICE®

Ronald Reagan
Washington National Airport

Garage A
Washington, DC 20001-4901

(703) 417-4300
Fax (703) 417-4307

March 13, 2007

Mr. Kamal Badwal
8520 Silverdale Road
Lorton, VA 22079-3067

Dear Mr. Badwal:

I refer to our meeting on March 2, 2007 at which you were represented by Shop Steward Mr. Ousman Jammeh. As you know, the meeting was convened to discuss your infraction of the work rule regarding sleeping while on duty. This arose following a complaint received on February 22, 2007 from a customer regarding your being asleep while on duty and his dissatisfaction with the service he received from you on February 16, 2007.

Following receipt of the complaint, we requested and received from MWAA a copy of the film showing activity in the booth on the day in question. After reviewing the film, we found it necessary to convene a meeting with you. The first meeting which was

scheduled for 7:00 a.m. on March 1, 2007 did not take place since you called out from your shift on the night before. Another meeting was scheduled for March 2, 2007 at 7:00 a.m. and at that meeting you and Shop Steward Ousman Jammeh had the opportunity to view the contents of the film as well.

At the conclusion of that meeting you were informed of AeroLink's decision to terminate your employment effective March 2, 2007. This was the fifth infraction of this nature, with previous notices having been issued on January 25, 2006 – Oral; July 4, 2006 – Written; October 18, 2006 – Suspension; and November 30, 2006 – Final Notice Letter. A copy of the Notice of Disciplinary action regarding the termination was provided to you but you declined to sign and the notice was mailed to your address on record.

At Mr. Jammeh's request, another meeting was held on March 8, 2007 during which he requested reconsideration of the decision to terminate your employment. However, AeroLink is unable to accede to this request.

Your terminal benefits will be processed and prior to receiving your final paycheck, all company property in your possession, including the security pass issued by MWAA should be returned to AeroLink Transportation by the close of business on March 30, 2007.

Sincerely,

/s/ Kathleen Jackson
Kathleen Jackson
Assistant Human Resources Manager
(For)
Nancy J. Bryce
Human Resources Manager

Cc: Ms. Ferline Buie
President and Business Manager
Teamsters Local #922

★
AEROLINK
TRANSPORTATION®

THE PLANE AND SIMPLE CHOICE®

Ronald Reagan
Washington National Airport

P.O. Box 2532
Arlington, VA 22202

(703) 417-4300
Fax (703) 417-4307

To: Kamal Badwal

From: Teri Morkunas, Parking Operations Manager

CC: Nancy Bryce
Local 922

Re: Final Notice

Date: November 30, 2006

As you may recall previously, you were found asleep on duty on several occasions (January 5, 2006, July 4, 2006, and October 18, 2006) and were progressively disciplined according to company policy including a suspension from duty, which was served on October 20, 2006.

In spite of the fact that you have received an oral and written warning and a suspension, you continue to sleep on duty. You were observed sleeping on duty on November 29, 2006, while working in lane 46. Therefore, this letter will serve as final notice to you.

Any future violation of sleeping on duty will cause immediate termination of you employment.

Again, I would like to remind you that sleeping on duty is not acceptable and will not be tolerated under any circumstances. Your immediate attention is needed to correct this problem. If we can be of any assistance in order to correct your sleeping on duty problem, do not hesitate to contact me one of your shift managers. If you have a problem staying awake, as a cashier with senior status, you have the choice of picking a different shift when openings are available.

Again this is a final notice and future infractions will cause termination of employment.

I, _____, acknowledge the receipt of this letter.

Signature: _____ Date _____

[Employee declines to sign letter. Copy of letter provided to him.]

/s/ Nancy Bryce
12/11/06

★

AEROLINK®
TRANSPORTATION

THE PLANE AND SIMPLE CHOICE®

MEMORANDUM

TO: _____

FROM: P. Somvong

RE: _____

DATE: Dec. 2, 2006

On November 29, 2006 Mr. Badwal has called me and ask to go home at 2:00 a.m. but I told him that right now, economy is still busy one cashier could not handle it alone so I ask him to stayed until it slow down when it slow down he can leave early.

★
AEROLINK® TRANSPORTATION

THE PLANE AND SIMPLE CHOICE®

NOTICE OF DISCIPLINARY ACTION

Date: 10-18-06

Employee Name:	Position:	Supervisor/Manager Completing Report:
Kamal Badwal	Cashier	Dwayne Tisdale

INFRACTION

1. ☐ Careless driving
2. ☐ Dereliction of duty
3. ☐ Excessive break time
4. ☐ Excessive callouts
5. ☐ Excessive lateness
6. ☐ Excessive short/over, funds/transactions
7. ☐ Failure to follow instructions
8. ☐ Falsifying time records
9. ☐ Fighting
10. ☐ Gambling
11 ☐ Harassment
12. ☐ Improperly wearing uniform
13. ☐ Insubordination
14. ☐ Insufficient notice of call-out
15. ☐ Leaving work station without permission
16. ☐ Misconduct

17. ☐ Mishandling of funds and/or equipment
18. ☐ Misrepresentation of funds and/or tickets
19. ☐ No Call/No Show
20. ☑ Sleeping on duty
21. ☐ Unacceptable customer service
22. ☐ Unauthorized absence
23. ☐ Unsatisfactory job performance
24. ☐ Other _____

Detailed description of the specific offense (attach additional sheets if necessary): Mr. Badwal was observed sleeping while on duty at lane #46 on 10-18-06 at 3:20 a.m.

Prior Infractions (If the infraction is repeated lateness or absenteeism, list specific dates, times and duration. List any prior infractions for the past 9 months only.) Attach additional sheets if necessary. Mr. Badwal received an oral warning on 1-25-06 & a written warning on 7-4-06

DISCIPLINARY ACTION

☐ **Oral Warning**. An oral warning was given to this employee on (date) _____ at (time) _____ at the Ronald Regan Washington National Airport for the above offense. No other disciplinary action or conditions were imposed.

☐ **Written Warning/Reprimand**. You are hereby advised that the offense described

above is a violation of company standards for employee conduct. You are cautioned that a repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action.

☒ **Suspension**. You are hereby advised that you are on suspension for a period of 1 days, beginning [11 pm-7:30 am] 10/20/06 and continuing through 10/20/06. Your next scheduled day is _____. A repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action, including, if warranted, termination of your employment.

☐ **Termination**. Your employment with Aerolink, Inc., is hereby terminated effective _____, for the offense described above.

I have read and understand this Notice of Disciplinary Action [Refused to Sign] 10/19/06

Employee Signature Date

Employee Comment (Attach additional sheets if necessary):_____

_____

_____

_____

_____

APPROVAL

Immediate Supervisor	Date	Shift Manager /s/ Dwayne Tisdale	Date 10 18 06
Operation Manager /s/ Teri Morkunas	Date 10-18-06	Human Resource Manager /s/ Nancy Bryce	Date 10/19/06

★
AEROLINK®
TRANSPORTATION

THE PLANE AND SIMPLE CHOICE®

NOTICE OF DISCIPLINARY ACTION

Date: 1-25-06

Employee Name:	Position:	Supervisor/Manager Completing Report:
Kamal Badwal	Cashier	Dwayne Tisdale

INFRACTION

1. ☐ Careless driving
2. ☐ Dereliction of duty
3. ☐ Excessive break time
4. ☐ Excessive callouts
5. ☐ Excessive lateness
6. ☐ Excessive short/over, funds/transactions
7. ☐ Failure to follow instructions
8. ☐ Falsifying time records
9. ☐ Fighting
10. ☐ Gambling
11 ☐ Harassment
12. ☐ Improperly wearing uniform
13. ☐ Insubordination
14. ☐ Insufficient notice of call-out
15. ☐ Leaving work station without permission
16. ☐ Misconduct

17. ☐ Mishandling of funds and/or equipment
18. ☐ Misrepresentation of funds and/or tickets
19. ☐ No Call/No Show
20. ☑ Sleeping on duty
21. ☐ Unacceptable customer service
22. ☐ Unauthorized absence
23. ☐ Unsatisfactory job performance
24. ☐ Other _____

Detailed description of the specific offense (attach additional sheets if necessary): Mr. Badwal was observed sleeping while on duty at lane #46 at 5:30 am [~~3:30 am, 4:30 am~~] January 25, 2006.

Prior Infractions (If the infraction is repeated lateness or absenteeism, list specific dates, times and duration. List any prior infractions for the past 9 months only.) Attach additional sheets if necessary. _____

DISCIPLINARY ACTION

☐ **Oral Warning**. An oral warning was given to this employee on (date) _____ at (time) _____ at the Ronald Regan´ Washington National Airport for the above offense. No other disciplinary action or conditions were imposed.

☐ **Written Warning/Reprimand**. You are hereby advised that the offense described

above is a violation of company standards for employee conduct. You are cautioned that a repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action.

☐ **Suspension**. You are hereby advised that you are on suspension for a period of ___ days, beginning _____ and continuing through _____. Your next scheduled day is _____. A repetition of this offense or any other violation of company standards of conduct will result in further disciplinary action, including, if warranted, termination of your employment.

☐ **Termination**. Your employment with Aerolink, Inc., is hereby terminated effective _____, for the offense described above.

I have read and understand this Notice of Disciplinary Action K. Singh 01/25/06

Employee Signature Date

Employee Comment (Attach additional sheets if necessary):_____

_____

_____

_____

_____

APPROVAL

Immediate Supervisor /s/ P. Somvong	Date 1-25-06	Shift Manager /s/ Dwayne Tisdale	Date 1-25-06
Operation Manager	Date	Human Resource Manager	Date